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**BellSouth Telecommunications, Inc**  
333 Commerce Street  
Suite 2101  
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

T.R.A. DOCKET ROOM

**Guy M. Hicks**  
General Counsel

615 214 6301  
Fax 615 214 7406

May 3, 2005

VIA HAND DELIVERY

Hon. Pat Miller  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

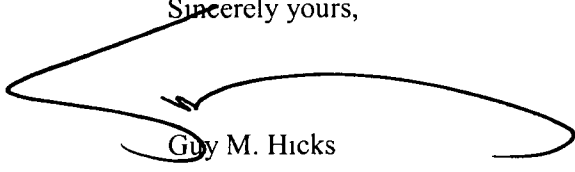
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Level 3 Communications, L L C Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*  
Docket No. 05-00128

Dear Chairman Miller

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Level 3 Communications, L L C and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 23, 2004. The Amendment modifies Attachment 3-Local Interconnection.

Thank you for your attention to this matter

Sincerely yours,



Guy M. Hicks

cc: Director of Interconnection Services, Level 3 Communications, LLC  
Vice President – Public Policy and Government Affairs, Level 3 Communications, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Level 3 Communications, L.L.C. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE**  
**AMENDMENT TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND LEVEL 3 COMMUNICATIONS, L.L.C.**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Level 3 Communications, L.L.C. ("Level 3") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 23, 2004 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Level 3 and BellSouth state the following:

1. Level 3 and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Level 3. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 9, 2004
2. The parties have recently negotiated an Amendment to the Agreement which modifies Attachment 3-Local Interconnection. A copy of the Amendment is attached hereto and incorporated herein by reference.

This 31 day of May, 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

By: 

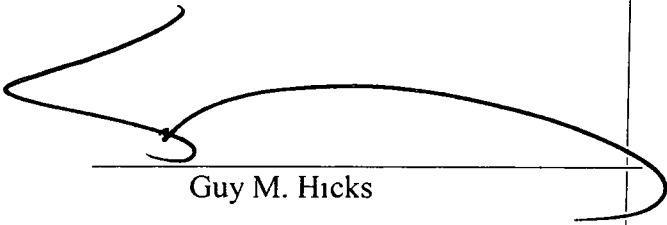
Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

### CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 31 day of May, 2005:

Director of Interconnection Services  
Level 3 Communications, LLC  
1025 Eldorado Blvd.  
Broomfield, CO 80021

Vice President – Public Policy and Government Affairs  
Level 3 Communications, LLC  
1025 Eldorado Blvd.  
Broomfield, CO 80021

  
Guy M. Hicks

**Amendment to the Agreement  
Between  
Level 3 Communications, L.L.C.  
and  
BellSouth Telecommunications, Inc.  
Dated June 23, 2004**

Pursuant to this Amendment, (the "Amendment"), Level 3 Communications, L.L.C. ("Level 3"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties effective June 23, 2004 ("Agreement") to be effective on the date of the last signature executing the Amendment ("Effective Date")

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows.

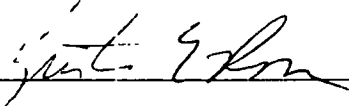
- 1 The Parties agree that the following will be effective February 28, 2005.
  - A The Parties agree to delete Section 7.5.1 3 and Section 7 5 1 4 of Attachment 3 of the Agreement
  - B The Parties agree to delete Section 7 5 1 2 in its entirety and replace with the following.

7 5 1.2 The Parties have been unable to agree as to whether computer-to-phone and phone-to-computer -VOIP transmissions which cross different local calling area boundaries constitute Switched Access Traffic ("Disputed VoIP") Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of Disputed VOIP, the Parties agree to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any Except as otherwise provided for in this agreement, neither Party will take any action to disconnect, impair, block, fail to provision, fail to support or otherwise degrade the quality of Disputed VoIP
2. All of the other provisions of the Agreement shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below

**BellSouth Telecommunications, Inc.**

By



Name. Kristen Rowe

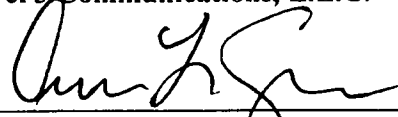
Title Director

Date

3/14/05

**Level 3 Communications, L.L.C.**

By



Name:

Andrea L. Gavalas

Title

VP, Interconnection Services

Date

3/8/05